

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: September 20, 2006

Division: Florida Keys Marathon Airport

Bulk Item: Yes X No

Department: Florida Keys Marathon Airport

Staff Contact Person: James R. "Reggie" Paros

AGENDA ITEM WORDING: Approval of Lease Renewal Agreement with Florida Keys Mosquito Control District for certain premises at the Florida Keys Marathon Airport

ITEM BACKGROUND: See Additional Information Memo

PREVIOUS RELEVANT BOCC ACTION: Original lease was approved in October 1986 for ten (10) years, with an option to renew the lease for two (2) additional terms of five (5) years, with a rent increase of 10% for each additional five year period. The lease was renewed for both optional five (5) year periods and will end on September 30, 2006.

CONTRACT/AGREEMENT CHANGES: Extends the term of the original agreement for an additional two years, to September 30, 2008, with an additional two year renewal option. Also provides for the leasehold improvement, one aircraft hangar, to become the property of Monroe County upon the expiration of this lease renewal. In exchange for relinquishing all rights, claims and legal title to the aircraft hangar, the FKMCD will receive 50% of the rent collected by Monroe County for use of the aircraft hangar for a period of five (5) years.

STAFF RECOMMENDATIONS: Approval

TOTAL COST:	None	BUDGETED:	Yes	No	N/A
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COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ☒ No ☐ **AMT PER MONTH** \$671.36 **Year** \$ 8,056.32

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DOCUMENTATION: Included X Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

HOUSING AND COMMUNITY DEVELOPMENT
FLORIDA KEYS MARATHON AIRPORT
James R. "Reggie" Paros, Director/Manager
9400 Overseas Highway, Suite 200
Marathon, Fl. 33050
Telephone: (305) 289-6002/289-6060
Facsimile: (305) 289-6071

ADDITIONAL INFORMATION MEMORANDUM

TO: Monroe County Board of County Commissioners

FROM: James R. "Reggie" Paros, Director
Housing and Community Development
Florida Keys Marathon Airport Manager

SUBJECT: Agenda Item requesting approval of Lease Renewal Agreement with
Florida Keys Mosquito Control District for certain premises at the
Florida Keys Marathon Airport

DATE: September 1, 2006

An original lease agreement with Florida Keys Mosquito Control District, for the use of certain premises at the Florida Keys Marathon Airport, was executed in 1986. The lease was for a term of 10 years, commencing October 1, 1986 and ending on September 30, 1996. The lease also provided a renewal option for two (2) additional terms of five (5) years. The last renewal will expire September 30, 2006.

The Mosquito Control District intends to build a new hangar facility on land they have acquired, adjacent to the airport property. They anticipate that construction will take approximately 18 months to complete. The attached Lease Renewal Agreement provides for them to continue to use airport premises for an additional two years, while their new facilities are under construction. It also provides for an additional 2 year renewal option in the event of unforeseen circumstances which delay completion of the project. Upon expiration of this lease renewal agreement, the leasehold improvement, one aircraft hangar, shall become the property of Monroe County.

In exchange for relinquishing all rights, claims and legal title to the aircraft hangar, the Mosquito Control District will receive 50% of the monthly rent collected by the County for use of the aircraft hangar for a period of five years, said use to be rented as determined to be in the best interests of the County.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract # _____
 Contract with: Florida Keys Mosquito Effective Date: October 1, 2006
Control District Expiration Date: September 30, 2008
 Contract Purpose/Description: Lease renewal agreement to extend term an additional two years until they complete their new hangar
 Contract Manager: James "Reggie" Paros 6002/6060 Marathon Airport/Stop 15
 (Name) (Ext.) (Department)
 for BOCC meeting on September 20, 2006 Agenda Deadline: September 5, 2006

CONTRACT COSTS

Total Dollar Value of Contract: +\$8,056 yr (Rev) Current Year Portion: N/A
 Budgeted? Yes ☐ No ☐ Account Codes: - _____
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>8/1/2006</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/1/2006</u>
Risk Management	<u>8-4-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Sleas</u>	<u>8-4-06</u>
O.M.B./Purchasing	<u>8/7/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/21/06</u>
County Attorney	<u>8/8/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/14/06</u>

Comments: revised - (4) originally stamped copies attached

LEASE RENEWAL AGREEMENT

This lease renewal is made and entered into by **MONROE COUNTY**, a political subdivision of the State of Florida, and whose address is Gato Building, 1100 Simonton Street, Key West, FL 33040, hereafter **County**; and **FLORIDA KEYS MOSQUITO CONTROL DISTRICT**, an independent special district, whose address is 5224 College Road, Key West, FL 33040, hereafter **FKMCD**.

WHEREAS, in a lease dated October 17, 1986, amended on June 27, 1989, amended on October 5, 1996, and amended on June 15, 2002, (Original Lease) the County leased certain premises at the Marathon Airport to the **FKMCD** for its aircraft used for aerial spraying; and

WHEREAS, the parties desire to extend the original lease for an additional two years; and

WHEREAS, the original lease was silent as to the disposition of the leasehold improvement, hereafter known as the Marathon Airport Facility including aircraft hangar, administrative offices and laboratory, erected during the term of the lease, and

WHEREAS, the parties wish to clarify their respective rights and obligations with respect to the Marathon Airport facility;

NOW, THEREFORE IN CONSIDERATION of the mutual covenants detailed below, the parties agree as follows:

1. The term of the Original Lease is extended for an additional two years, commencing on October 1, 2006 and ending on September 30, 2008. Upon providing notice 30 days prior to expiration of the lease extension on September 30, 2008, FKMCD has the option of extending the lease an additional 2 years commencing on October 1, 2008 and terminating on September 30, 2010.
2. The rent for the term of the lease renewal agreement is \$671.36 per month payable on the first business day of each month.
3. Upon expiration of this lease renewal agreement on September 30, 2008, the Marathon Airport Facility including aircraft hangar, administrative offices and laboratory, shall become the property of Monroe County.
4. In exchange for relinquishing all rights, claims and legal title to the Marathon Airport Facility, FKMCD will receive one-half (50%) of the monthly rent collected by the County for use of the aircraft hangar for a period of 5 years beginning October 1, 2008 and terminating on September 30, 2013, said use to be rented as determined to be in the best interests of the County. However, in the event that the FKMCD exercises its option to renew for an additional 2 year period, the rents shall be split from October 1, 2010 through September 30, 2015.
5. In all other respects, the terms and conditions of the original lease remain in full force and effect.
6. This lease renewal agreement will take effect on the date of the signature of the last party to execute the agreement.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By _____

Deputy Clerk

Date _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____

Mayor/Chairperson

(SEAL)

ATTEST:

By Edoel M. Fussell

Director

Date 9-1-06

FLORIDA KEYS MOSQUITO
CONTROL BOARD

By L. K. Smith EMA

Chairperson

LEASE RENEWAL AGREEMENT

This lease renewal is made and entered into by **MONROE COUNTY**, a political subdivision of the State of Florida, and whose address is Gato Building, 1100 Simonton Street, Key West, FL 33040, hereafter **County**; and **FLORIDA KEYS MOSQUITO CONTROL DISTRICT**, an independent special district, whose address is 5224 College Road, Key west, Florida 33040, hereafter **FKMCD**.

WHEREAS, in a lease dated October 17, 1986, amended on June 27, 1989, and amended on October 5, 1996, (original lease) leased certain premises at the Marathon Airport to the FKMCD for its aircraft used for aerial spraying;

WHEREAS, the parties desire to extend the original lease for an additional five years; now, therefore

IN CONSIDERATION of the mutual covenants detailed below, the parties agree as follows:

1. The term of the original lease is extended for an additional five years, commencing on October 1, 2001 and ending on September 30, 2006.
2. Rent under this lease renewal agreement is \$610.32 per month payable on the first business day of each month.
3. In all other respects, the terms and conditions of the original lease remain in full force and effect.
4. This lease renewal agreement will take effect on the date of the signature of the last party to execute the agreement.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By *[Signature]*

Deputy Clerk

Date *June 19, 2001*

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *[Signature]*

Mayor/Chairperson

(SEAL)

ATTEST:

By *Edna M. Fairchild*

Director

Date *5-20-02*

jdairmosquito

FLORIDA KEYS MOSQUITO
CONTROL BOARD

By *Charles W. Langstaff*

Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
ROBERT N. WOLFE
DATE *5-20-02*

LEASE RENEWAL AGREEMENT

This lease renewal is made and entered into by Monroe County, a political subdivision of the State of Florida, and whose address is 5100 College Road, Public Service Building Wing II, Key West, Florida 33040, hereafter the **County**; and the Monroe County Mosquito Control District, an independent special district, whose address is 5224 College Road, Key west, Florida 33040, hereafter **MCMCD**.

WHEREAS, in a lease dated October 17, 1986, and amended on June 27, 1989, leased certain premises at the Marathon Airport to the **MCMCD** for its aircraft used for aerial spraying; and

WHEREAS, the initial term of the lease (10 years) will shortly expire; and

WHEREAS, the 1986 lease provides an option for two 5-year renewal terms that may be exercised at the discretion of the **MCMCD**; and

WHEREAS, the **MCMCD** desires to exercise that option,

NOW, THEREFORE, in consideration of the mutual covenants detailed below, the parties agree as follows:

1.) The term of the Marathon Airport premises lease dated October 17, 1986, as amended on June 27, 1989, is extended for an additional five years, commencing on October 1, 1996 and ending on September 30, 2001.

2.) Rent under this lease renewal agreement is ~~\$554.64~~ per month payable on the first business day of each month.

3.) In all other respects, the terms and conditions of the lease dated October 17, 1986, and amended on June 27, 1989, remains in full force and effect.

4.) This lease renewal agreement will take effect on the date of the signature

of the last party to execute the agreement.



ATTEST: DANNY L. KOLHAGE, CLERK

By Daniel C. Depantis
Deputy Clerk

Date: 05-20-97

(SEAL)
ATTEST:

By [Signature]
Title: Director

Date: January 29, 1997

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

MONROE COUNTY MOSQUITO
CONTROL BOARD

By [Signature]
Chairman

pcons/mcmcd.doc

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 12-31-96

LEASE ADDENDUM

This lease addendum is made and entered into on the 27th day of June, 1989, by and between MONROE COUNTY, a political subdivision of the State of Florida, Lessor, hereinafter COUNTY, and the MONROE COUNTY MOSQUITO CONTROL DISTRICT, Lessee, hereinafter MCMCD.

Whereas, the original lease dated October 17, 1986, between the parties for certain premises at the Marathon Airport was predicated on MCMCD being able to immediately construct certain improvements;

Whereas, unforeseen permitting delays prevented such construction;

Whereas, it was intended by the parties that rental payments not become due until the improvements were built;

Whereas, such improvements were not built until January, 1989; and

Whereas, it is in the mutual interest of both parties to reform the lease to correct both the mutual mistake of fact as to the unforeseen construction delays and the scrivener's error in not stating that no rent is due until the improvements are done;

Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, and other valuable consideration, the COUNTY and the MCMCD hereby agree to the following addendum as substitute paragraph four to the lease between the parties dated October 17, 1986, for certain premises at the Marathon Airport:

"4.) During the initial term of this lease, MCMCD shall pay to the COUNTY, rent in the amount of Six Thousand Fifty-two and 80/100 (\$6,052.80) Dollars per year. Such rent shall first become due and payable upon the completion of the hanger described in paragraph 5 and, for subsequent years, shall be due and payable on or before the first month of each year."

In Witness Whereof, the parties hereto caused this lease
addendum to be executed as of the day and year written above.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Michael White
Mayor/Chairman

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

Leslie L. Connelly, Jr.
Clerk

MONROE COUNTY MOSQUITO CONTROL
DISTRICT

By [Signature]
Chairman

Attest:

Luis M. Ryan
Director

APPROVED BY FORM
AND TO THE AGENCY.
BY [Signature]
Attorney's Office

LEASE

THIS LEASE is made and entered into on the 17th day of October, 1986, by and between the COUNTY OF MONROE, a political subdivision of the State of Florida, Lessor, hereinafter referred to as "COUNTY", and MONROE COUNTY MOSQUITO CONTROL DISTRICT, Lessee, hereinafter referred to as "MCMCD".

WHEREAS, COUNTY owns an airport known as Marathon Airport located in Marathon, Monroe County, Florida, hereinafter referred to as the "AIRPORT", and

WHEREAS, MCMCD is engaged in the operation and maintenance of aircraft for aerial larviciding and aerial adulticiding, and

WHEREAS, MCMCD desires to obtain certain rights and privileges in connection with the use of the airport facilities, and the COUNTY is willing to grant and lease the same to MCMCD on a non-exclusive basis, upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other valuable considerations, COUNTY does hereby lease unto MCMCD, and MCMCD does hereby lease from COUNTY certain premises and facilities, rights and privileges, as follows:

1) Premises. COUNTY does hereby lease to MCMCD, and MCMCD leases from COUNTY, premises as indicated on the attached Exhibit "A", made a part hereof.

2) Use of the Airport. MCMCD shall be entitled to use, in common with others authorized to do so, the airport facilities and appurtenances, together with all equipment improvements and services which have been or may hereafter be provided at or in connection with the AIRPORT for common use, for all lawful purposes of the MCMCD.

3) Term. The initial term of this lease shall be Ten (10) years, commencing October 1, 1986, and ending on September 30, 1996. MCMCD shall have the option to renew this lease for two (2) additional terms of Five (5) years for a rent increase of ten (10) percent for each additional five (5) year period with all other conditions remaining the same.

4) Rent. During the initial term of this lease, MCMCD shall pay to the COUNTY, rent in the amount of Six Thousand Fifty

Two and 80/100 Dollars (6,052.80) per year, payable on or before the first month of each ^{year} ~~term~~.

5) Lease Hold Improvements. MCMCD shall have the right to erect an aircraft hanger on the leased premises for aircraft maintenance and aircraft parking. Such buildings, and any other improvements made to the leased premises, shall be made only with the written consent of COUNTY, through its Director of Airports, and shall be made in accordance with all applicable Federal, State, and County building codes and requirements.

6) Common Areas. MCMCD shall have the right to use, in common with others, the AIRPORT space and facilities to permit landing, taking off, taxiing, loading, unloading and servicing of MCMCD aircraft, subject to reasonable rules and regulations of COUNTY as to the use of such common spaces and facilities.

7) Right of Ingress and Egress. MCMCD, its agents, employees, and suppliers shall have the right of ingress and egress to and from the leased premises, which shall not be unreasonably restricted by COUNTY.

8) Utilities. MCMCD shall be responsible for obtaining electrical service, water service, trash removal service, and similar utility services, as needed, and shall be responsible for paying for its use of such utility services.

9) Assignment. The premises leased hereunder may not be sublet, and this lease may not be assigned without the written consent of the COUNTY.

10) Maintenance of Premises. MCMCD shall be responsible for and shall properly maintain the lease premises, and upon the termination of this lease, shall leave the premises in, at least, as good condition as at the time of the commencement of this lease, normal use and occupancy excepted.

11) Insurance. MCMCD agrees to indemnify and save COUNTY harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of MCMCD, its agents, or employees in the use of occupancy of the leased premises and the common areas of the AIRPORT facilities by MCMCD. Lessee agrees to carry and keep in force such insurance with a minimum combined limit of

One Million Dollars (\$1,000,000.00). The Lessor shall be named an additional insured and will be furnished with a Certificate in evidence of the insurance providing for no less than thirty (30) days notice in the event of material change or cancellation. Lessee shall carry its insurance coverages with a company authorized to do business in the State of Florida.

12) Default. The failure of MCMCD to pay any installment of rent when it becomes due or any other charges or fees shall be due within ten (10) days after COUNTY transmit a statement therefore. Further, the failure of MCMCD to perform any other of the covenants of this lease, which failure shall continue for a period of fifteen (15) days after notice thereof is given to

in writing by the COUNTY shall also constitute a default under the terms of this lease. In the event of a default, COUNTY may, at its options, declare the lease forfeited and may, immediately, re-enter and take possession of the leased premises, and this lease shall terminate. If it shall be necessary to employ the services of an attorney in order to enforce its rights under this paragraph, or to collect any of its rentals or fees or charges due, COUNTY shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto caused this lease to be executed as of the day and year above written.

BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FLORIDA

By: Alison Fisher
Mayor Pro Tem

(SEAL)

DANNY L. KOLHAGE, Clerk
Attest:

Daniel L. Connolly, D.C.
Clerk

MONROE COUNTY MOSQUITO CONTROL
DISTRICT

By: [Signature]
Chairman

Attest:

Lois M. Ryan
Lois M. Ryan, Director

[Signature]

R.O.V. LINE
PROPERTY LIAISON

NEW R.O.W. LINE & NEW AIRPORT PROPERTY LIT
US

US

ACCESS ROAD

PICNIC
AREA

RETENTION POND NO. 2

HANGAR
MOSQUITO
CONTROL
DISTRICT

HELO
PAD

~~SECURITY~~

FENCE

EXHIBIT

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